

## **Abstract**

### **Assignment of a receivable arising from a business relation, bulk assignment, factoring**

The thesis deals with several selected questionable issues related to the assignment of a receivable arising from a business relation. I have chosen this theme because the Czech legal theory doesn't offer satisfactory answers to all of the questions that arise from this topic. The thesis seeks to analyse the selected issues and to offer reasonable solutions to the problems relating to the selected issues.

The method of the thesis is based on a comprehensive analysis of the relevant Czech case law as well as the relevant literature. The realized legal conclusions are afterwards put into a broader context and critically evaluated.

The thesis is composed of ten chapters.

Chapter One defines aims of the thesis.

Chapter Two is introductory and explains the basic concept of the assignment of a receivable under the Czech commercial law.

Chapter Three contains a basic overview of the receivables which are generally assignable under the Czech commercial law including the assignment of future receivables. It also deals with the topic of another assignment of a future receivable before its origin which is in my opinion allowable.

Chapter Four describes cases of prohibitions of an assignment of a receivable. The chapter is subdivided into two parts. Part One explains types of legal prohibitions of an assignment of a receivable and their consequences as cases of absolute invalidity or relative invalidity. Part Two deals with contractual prohibitions of an assignment of a receivable.

Chapter Five analyzes options of absolute invalidity of an assignment of receivable with regard to the recodification of the Czech civil law. The chapter explains that even after the recodification of the Czech civil law there are cases of absolute invalidity of an assignment of receivable and illustrates some possible examples.

Chapter Six concentrates on problems resulting from cases of bulk assignment if there are reasons for absolute invalidity or relative invalidity relating to any of the receivables from the bulk. The conclusion of this chapter is that the reasons of invalidity should be applied to the related receivables only and should not be used for the whole bulk.

Chapter Seven analyzes legal requirements for the identification of a receivable in a contract of assignment. The chapter provides an outline of relevant Czech case law related to this issue and also explains legal consequences of the vagueness of the contract of assignment.

Chapter Eight deals with notice of assignment given to the debtor from either the assignor or the assignee. It explores important Czech case law related to this issue and describes the legal position of the debtor with regard to notice of the assignment.

Chapter Nine concentrates on problems resulting from multiple assignment of a receivable under the Czech law. The conclusion of the chapter is the fact that a notice of assignment in cases of a multiple assignment of a receivable has constitutive effects.

Chapter Ten summarizes the main conclusions stated in the previous chapters.